



BellSouth Telecommunications, Inc. 615 214-6301
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333 Commerce Street
Nashville, Tennessee 37201-3300

REC'D TH
REG. SEC. DIV.
Guy M. Hicks
General Counsel
'89 OCT 7 PM 3 35

October 7, 1999

EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Infrastructure Sharing Agreement Negotiated by
BellSouth Telecommunications, Inc. and West Tennessee Telephone
Company Pursuant to Section 259 of the Telecommunications Act of 1996*
Docket No. 99-00770

Dear Mr. Waddell:

Pursuant to Section 259(b)(7) of the Telecommunications Act of 1996 and the Federal Communications Commission's Report and Order released February 7, 1997, in CC Docket No. 96-0237, BellSouth is filing with the Tennessee Regulatory Authority the attached Agreement executed between BellSouth Telecommunications, Inc. and West Tennessee Telephone Company, Inc. Section 259(b)(7) of the Act requires BellSouth to file the agreement for public inspection showing the rates, terms and conditions under which BellSouth is making available public switched network infrastructure and functions.

This Agreement allows West Tennessee Telephone Company, Inc. to have access to and to provide to its customers advanced telecommunications services in the most efficient manner possible.

Thank you for your attention to this matter.

Sincerely yours,

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300

cc: Lera Roark, West Tennessee Telephone Company, Inc.

paid 2/20
CK# 571

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and WEST TENNESSEE Telephone Company, ("WEST TENNESSEE"), a Tennessee corporation on behalf of itself and its affiliates and shall be deemed effective as of December 1, 1998. This agreement may refer to either BellSouth or WEST TENNESSEE or both as a "Party" or "Parties."

REC'D TN
REGULATORY AUTH.
7 PM 3 35
SECRETARY

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, WEST TENNESSEE is a telecommunications company authorized to provide telecommunications services in the states of Tennessee;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and WEST TENNESSEE agree as follows:

1. Purpose

Pursuant to this Agreement, BellSouth shall provide access to the services set forth in the various attachments affixed to this Agreement. This Agreement will be submitted to the appropriate regulatory body for the State (the "Commission") for approval pursuant to 47 USC § 252, and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement.

2. Term of the Agreement

2.1 Term. The term of this Agreement shall be in effect so long as any attachment to this Agreement is in effect.

3. Liability and Indemnification

3.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible WEST TENNESSEE revenues.

3.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor WEST TENNESSEE shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

3.3 Limitation of Liability.

3.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

3.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

3.3.3 Neither BellSouth nor WEST TENNESSEE shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

3.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or

performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 3.4 Indemnification for Certain Claims. BellSouth and WEST TENNESSEE providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 3.5 No liability for Certain Inaccurate Data. Neither BellSouth nor WEST TENNESSEE assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.
- 3.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
4. Intellectual Property Rights and Indemnification
- 4.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. WEST TENNESSEE is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

- 4.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Where the Providing Party is aware that such licenses are required for use by the Purchasing Party, it will provide the Purchasing Party with notice of such requirement.
- 4.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 4 of this Agreement.
- 4.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 4.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 4.4.2 obtain a license sufficient to allow such use to continue.
- 4.4.3 In the event 4.4.1 or 4.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 4.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 4.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

5. Treatment of Proprietary and Confidential Information

- 5.1 Confidential Information. It may be necessary for BellSouth and WEST TENNESSEE to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and WEST TENNESSEE shall receive such Information and not disclose such Information. BellSouth and WEST TENNESSEE shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and WEST TENNESSEE with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and WEST TENNESSEE will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- 5.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or WEST TENNESSEE to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or WEST TENNESSEE; (2) lawfully obtained from any source other than the owner

of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

6. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

7. Resolution of Disputes

7.1 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives; provided, however, that the Parties may consult with counsel at any point during the negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. The negotiations contemplated by this subsection shall be a prerequisite to the procedure set forth in subsection 7.2.

7.2 Formal Resolution. The Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement that cannot be resolved through negotiation pursuant to subsection 7.1, either Party may petition the appropriate state regulatory agency for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

8. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

9. Taxes

- 9.1 Purpose. In general, it is the mutual understanding of the Parties to this Agreement that there are currently no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.
- 9.2 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 9.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.
- 9.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 9.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 9.4 Taxes and Fees Imposed on WEST TENNESSEE But Collected And Remitted By BellSouth.
- 9.4.1 Taxes and fees imposed on WEST TENNESSEE shall be borne by WEST TENNESSEE, even if the obligation to collect and/or remit such taxes or fees is placed on BellSouth.
- 9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, WEST TENNESSEE shall remain liable for any such taxes and fees regardless of whether they are actually billed by BellSouth at the time that the respective service is billed.
- 9.4.3 If WEST TENNESSEE determines that in its opinion any such taxes or fees are not payable, BellSouth shall not bill such taxes or fees to WEST TENNESSEE if WEST TENNESSEE provides written certification,

reasonably satisfactory to BellSouth, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that WEST TENNESSEE has determined and certified not to be payable, or any such tax or fee that was not billed by BellSouth, WEST TENNESSEE may contest the same in good faith, at its own expense. In any such contest, WEST TENNESSEE shall promptly furnish BellSouth with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between WEST TENNESSEE and the taxing authority.

9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of BellSouth during the pendency of such contest, WEST TENNESSEE shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, WEST TENNESSEE shall pay such additional amount, including any interest and penalties thereon.

9.4.6 Notwithstanding any provision to the contrary, WEST TENNESSEE shall protect, indemnify and hold harmless (and defend at WEST TENNESSEE's expense) BellSouth from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by BellSouth in connection with any claim for or contest of any such tax or fee.

9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

9.5 Taxes and Fees Imposed on BellSouth But Passed On To WEST TENNESSEE.

9.5.1 Taxes and fees imposed on BellSouth, which are permitted or required to be passed on by BellSouth to its customer, shall be borne by WEST TENNESSEE.

- 9.5.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, WEST TENNESSEE shall remain liable for any such taxes and fees regardless of whether they are actually billed by BellSouth at the time that the respective service is billed.
- 9.5.3 If WEST TENNESSEE disagrees with BellSouth's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, BellSouth shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and WEST TENNESSEE shall abide by such determination and pay such taxes or fees to BellSouth. BellSouth shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of WEST TENNESSEE shall be at WEST TENNESSEE' expense.
- 9.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of BellSouth during the pendency of such contest, WEST TENNESSEE shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, WEST TENNESSEE shall pay such additional amount, including any interest and penalties thereon.
- 9.5.6 Notwithstanding any provision to the contrary, WEST TENNESSEE shall protect indemnify and hold harmless (and defend at WEST TENNESSEE' expense) BellSouth from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by BellSouth in connection with any claim for or contest of any such tax or fee.
- 9.5.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 9.6 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

11. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

12. Modification of Agreement

- 12.1 BellSouth shall make available to WEST TENNESSEE any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall

adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

12.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of WEST TENNESSEE or BellSouth to perform any material terms of this Agreement, WEST TENNESSEE or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 7.

12.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

13. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

14. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

15. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

16. Notices

- 16.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Industry Relations

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

WEST TENNESSEE

LELA ROARK, VP
1309 LOUISVILLE AVE.
MONROE LA 71201

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 16.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

17. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

18. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

19. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

20. Application of Law

20.1 This Agreement shall be implemented in accordance with all applicable state and federal statutes, rules and regulations.

20.2 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority with appropriate jurisdiction. To the extent required by any such subsequently prescribed law, rule, or regulations, the Parties agree to modify, in writing, the affected terms and conditions of this Agreement to bring the Agreement into compliance with such law, rule or regulation. Additionally, in the event that any provision of this Agreement, its attachments or exhibits are held invalid or unenforceable or void by such subsequently prescribed law, rule or regulation, the remaining provisions of this Agreement and its attachments or exhibits shall continue in full force and effect.

21. Entire Agreement

This Agreement and its Attachment(s), incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing

and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year set forth below and mutually agreed that this Agreement shall be effective the day and year first written above.

BellSouth Telecommunications, Inc.


Signature

Sales AVP
Title

11/4/98
Date

WEST TENNESSEE TELEPHONE CO.


Signature

Vice-President
Title

October 30, 1998
Date

Attachment 1

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment and its Exhibits, the following terms shall be defined as:

1.01 CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the Independent Company the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

1.02 CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

1.03 COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

1.04 SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

1.05 SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

1.06 SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

1.07 SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 PHYSICAL CONNECTION AND COMPENSATION

2.01 BellSouth's provision of CNAM Database Services to the Independent Company requires interconnection from the Independent Company's operating area to a BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the Independent Company. The associated compensation shall be described in Exhibit A included in and made a part of this Attachment.

2.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, the Independent Company must provide its own CNAM SSP. The Independent Company CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

2.03 If the Independent Company elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that the Independent Company desires to query.

3.00 CNAM RECORD INITIAL LOAD AND UPDATES

3.01 The mechanism to be used by the Independent Company for initial CNAM record load and/or updates shall be determined on an individual company basis. The initial load and all updates shall be provided by the Independent Company in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls.

3.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.00 TERM OF ATTACHMENT

4.01 The effective date of this Attachment is the date the last Party executes the Attachment. This Attachment and its Exhibits shall remain in effect until canceled by either party with or without cause upon giving the other party three months written notice thereof, subject to termination liability as reflected in individual Exhibits, Supplements or Attachments made a part of this Attachment.

4.02 Cancellation of the entire Attachment will include cancellation of all Exhibits, Supplements, and Attachments thereof; however, such cancellation shall not negate any termination liability specified in individual Exhibits, Supplements or Attachments.

5.00 PROTECTION OF PROPRIETARY INFORMATION

5.01 BellSouth agrees to use the customer names and numbers provided by the Independent Company for the purposes of Customer Name Delivery Database Services only.


5.02 Independent Company CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulations on privacy treatment.

The Parties hereto have caused this Attachment to be executed by their respective duly authorized representatives on the date indicated below.


BellSouth Telecommunications, Inc.



Signature



Title




Date

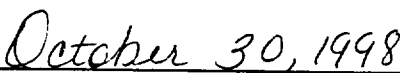
West Tennessee Telephone Co.



Signature



Title



Date

EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

1.00 Charges to Customer

1.01 The following recurring flat rate will be the charge for access to the BellSouth CNSCP:

\$50.00 per 1,000 access lines per month

1.02 The access line count is determined by the number of working access lines in every switch in which the CNAM capability is installed.

1.03 The recurring flat rate will convert to a per query usage rate once query usage measurement capability becomes available. The per query usage rate for database name sharing will be \$0.016; if Independent Company stores its CNAM records in BellSouth's SCP, the per query usage rate will be \$0.01

2.00 Charges for CHUI


2.01 A non-recurring fee of \$595.00 is applicable when the Independent Company uses the Character based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

The Parties hereto have caused this Attachment to be executed by their respective duly authorized representatives on the date indicated below.


BellSouth Telecommunications, Inc.



Signature

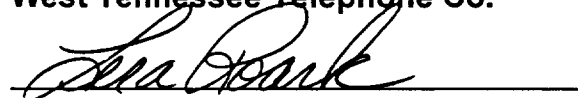


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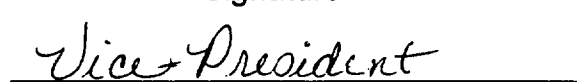


Date

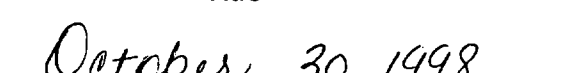
West Tennessee Telephone Co.



Signature



Title



Date